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EXAMINER

BATTULA, PRADEEP CHOUDARY

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3725

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 10/607,233
Filing Date: June 26, 2003
Appellant(s): BLOHM ET AL.

Jayson L. Hongsermeier
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed April 17, 2009 appealing from the Office action mailed December 3, 2008.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

No amendment after final has been filed.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6347260	Graushar	2-2002
4,395,031	Gruber et al.	7-1983
6,694,219	Graushar et al.	2-2004

Art Unit: 3725

3,819,173

Anderson et al.

6-1974

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims (**not modified from previous office action**):

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 20 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Claim 14 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Regarding Claim 20, neither the specifications nor the drawings contain any indication on how the alternate piece will be generated on the binding line and sent to the recipient in electronic format.

This rejection has previously been brought up to Appellant cited section 2163 and the written description requirement. However, the written description only presents

Art Unit: 3725

doing an offline electronic format and the written description provides no indication how other electronic formats will be provided on the binding line. For example, are the CDs attached to signatures that are placed in hoppers? Appellant stated that a general allegation is not a sufficient reason to support a rejection for lack of adequate written description; however, a mere statement in the specification is not a proper written description. Neither is a statement stating that such is well known in the art and one with skill in the art would not ask such a question. Appellant must provide evidence that such is well known in the art.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the appellant regards as his invention.

Claims 25 and 26 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which appellant regards as the invention.

Claim 25 and 26 recites the limitation "the portion" in line 1. There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

1. Claims 1, 3, 4, 6, 9, 10, 11, 13, and 21 – 23 are rejected under 35 U.S.C. 102(b) as being anticipated by Graushar (U.S. 6,347,260).

In regards to Claim 1, Graushar discloses a binding method comprising: generating a pre-personalized book on a binding line for a specific individual (Column 2, Lines 50 – 52); rejecting selective pre-personalized books (Column 2, Lines 66 – 67 → Column 3, Lines 1; and putting an alternate piece of an alternate medium compared to the pre-personalized book in place of each rejected pre-personalized book to be delivered to the specific individual (Column 3, Lines 1 – 4; Column 2, Lines 1 – 15, 50 – 67, and Column 3, Lines 1 – 4; the passages teach of a generic book [individualized medium to non individualized medium] and since it does not have the same information as a pre-personalized book it is of a different medium. Furthermore this interpretation is derived from appellant's specification where appellant states "The alternate piece may be in the form of a postcard, a book, a special interest publication or other printed media or in the form of electronic media such as a CD, e-mail message, magnetic tape, or the like" and Appellant has not defined what a "different medium" is to be considered as this is not defined at any point in the Specification and therefore has been broadly interpreted).

In regards to Claim 3, as applied to Claim 1, Graushar further discloses wherein the pre-personalized book includes a pre-personalized signature (Column 2, Lines 50 – 55 teaches feeders 12 hold the signatures for the pre-personalized book).

In regards to Claim 4, as applied to Claim 1, Graushar further discloses wherein the act of generating the alternate piece includes printing the alternate piece off-line with respect to the binding line (Column 3, Lines 1 – 4; does not say one way or the other

Art Unit: 3725

how the alternate piece is produced but considering how it is entered into the binding line it is inherent it is generated off the binding line).

In regards to Claim 6, as applied to Claim 1, Graushar further discloses the alternate piece is a printed product (Column 3, Lines 1 – 4).

In regards to Claim 9, Graushar discloses a binding method comprising: generating a mailing list of recipients (Column 2, Lines 1 – 15, 23 – 25, 50 – 52; the books being produced in zip code order show that there is a mailing list); generating a pre-personalized book on a binding line for a specific individual (Column 2, Lines 50 – 52); rejecting selective pre-personalized books (Column 2, Lines 66 – 67 → Column 3, Lines 1; identifying the recipient of the rejected pre-personalized book (Column 3, Line 1 – 4; it is inherent the person is identified since the individual will receive a generic book and therefore the person is identified at some point.) and putting an alternate piece that replaces the rejected pre-personalized book and notifies the recipient of the status (Column 3, Lines 1 – 4; Appellant has discussed the subscriber does not know they are receiving the book, however, this is not even mentioned in the claim. Therefore, as broadly claimed, it is considered the recipient can be aware of what they are going to receive).

In regards to Claim 10, as applied to Claim 9, Graushar further discloses the alternate piece is a printed product (Column 3, Lines 1 – 4).

In regards to Claim 11, as applied to Claim 9, Graushar further discloses wherein the book includes pre-personalized information (Column 3, Lines 5 - 11) and the alternate piece includes the pre-personalized information (Even though the book is

Art Unit: 3725

generic and is put on the binding line after the printers it is inherent that there is a portion of pre-personalized information since the book is still coming to the customer at a particular address and therefore pre-personalized information is provided with the book).

In regards to Claim 13, as applied to Claim 1, Graushar further discloses wherein the act of generating the alternate piece includes printing the alternate piece off-line with respect to the binding line (Column 3, Lines 1 – 4; does not say one way or the other how the alternate piece is produced but considering how it is entered into the binding line it is inherent it is done off the binding line).

In regards to Claim 21, Graushar discloses a binding method comprising: generating a mailing list of recipients (Column 2, Lines 1 – 15, 23 – 25, 50 – 52; the books being produced in zip code order show that there is a mailing list); generating a pre-personalized printed product off-line for selected recipients on the mailing list (Column 2, Lines 50 – 55; the feeders 12 hold the signatures for the pre-personalized book so the signatures would be the printed product since they are created before they are in the feeders); the ability to load the pre-personalized printed products adjacent the binding line (Column 2, Lines 50 – 55; Figure 1, Items 12, 14; Appellant has failed to define a frame of reference to define the adjacent nature. The feeders, where the signatures are loaded, are on the binding line as well as the trimming stations 24. The feeders are adjacent the trimmers which are on the binding line and therefore the feeders are adjacent the binding line); assembling a book for each recipient including a respective pre-personalized printed product (Column 2, Lines 50 – 55); rejecting

Art Unit: 3725

selective recipients' books (Column 2, Lines 66 – 67 --> Column 3, Lines 1 - 4); and generating an alternate piece in place of each rejected book (Column 3, Lines 1 - 4) the alternate piece being of a different medium than the pre-personalized printed product (Column 2, Lines 1 – 15, 50 – 67, and Column 3, Lines 1 – 4; the passages teach of a generic book and since it does not have the same information as a pre-personalized book it is of a different medium [personalized medium replaced by a non-personalized medium]. Furthermore this interpretation is derived from appellant's spec where appellant states "The alternate piece may be in the form of a postcard, a book, a special interest publication or other printed media or in the form of electronic media such as a CD, e-mail message, magnetic tape, or the like" and Appellant has not defined what a "different medium" is to be considered as this is not defined at any point in the Specification and therefore has been broadly interpreted).

In regards to Claim 22, as applied to 21, Graushar further discloses wherein the alternate piece includes at least a portion of the pre-personalized information contained in the pre-personalized printed product for a given selected recipient (Even though the book is generic and is put on the binding line after the printers it is inherent that there is a portion of pre-personalized information since the book is still coming to the customer at a particular address and therefore pre-personalized information is provided with the book).

In regards to Claim 23, as applied to Claim 21, Graushar further discloses the act of generating a generic book to be sent to the selected recipients whose books, which

Art Unit: 3725

were to include the pre-personalized printed products, were rejected (Column 3, Lines 1-4).

2. Claims 24 and 25 are rejected under 35 U.S.C. 102(b) as being anticipated by Gruber et al. (Gruber; U.S. 4,395,031)

In regards to Claim 24, Gruber discloses a binding method comprising: generating a pre-personalized book on a binding line (Column 5, Lines 8 – 26; teaches that signatures are dropped by the feeders on a conveyor and that a printer prints on pages with customized information) for a plurality of specific individuals (Column 5, Lines 22 – 26 teaches of mailing label; Column 3, Lines 27 – 35 teaches of subscriber information and on a binding line subscriber information can only be printed and information can only be pre-personalized with a mailing list; Column 11, Lines 13 – 14 teaches of mailing distributions), each pre-personalized book having therein a pre-personalized signature 31 (Column 5, Lines 22 – 26; Figure 12, Item 31); rejecting selective pre-personalized books (Column 5, Lines 27 – 33); reprinting the pre-personalized signature of one of the rejected pre-personalized books (Column 3, Lines 55 – 60; Claim 22); and regenerating the rejected pre-personalized book on the binding line for the specific individual to include the reprinted pre-personalized signature (Column 5, Lines 8 – 26 teaches of the creation and printing on the binding line; Column 3, Lines 55 – 60 and Claim 22 teaches of reprinting).

In regards to Claim 25, Gruber further discloses wherein the step of reprinting the pre-personalized signature is done on the binding line (Column 5, Lines 8 – 26 teaches

Art Unit: 3725

of the creation and printing on the binding line; Column 3, Lines 55 – 60 and Claim 22 teaches of reprinting).

Claim Rejections - 35 USC § 102

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the appellant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the appellant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

3. Claims 1 – 25 and 28 – 31 are rejected under 35 U.S.C. 102(e) as being anticipated by Graushar et al. (Graushar '219; U.S. 6,694,219)

The applied reference has a common assignee with the instant application.

Based upon the earlier effective U.S. filing date of the reference, it constitutes prior art under 35 U.S.C. 102(e). This rejection under 35 U.S.C. 102(e) might be overcome either by a showing under 37 CFR 1.132 that any invention disclosed but not claimed in the reference was derived from the inventor of this application and is thus not the invention “by another,” or by an appropriate showing under 37 CFR 1.131.

In regards to Claim 1, Graushar '219 discloses a binding method comprising: generating a pre-personalized book on a binding line 10 for a specific individual (Column 4, Lines 9 – 23, 58 – 62; Column 5, Lines 12 – 14; Figure 1, item 10; Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); rejecting selective pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); and generating an alternate piece (Column 5, Lines 27 – 32), of an alternate medium compared to the pre-personalized book (Column 5, Lines 27 – 32;

Art Unit: 3725

the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical), in place of each rejected pre-personalized book to be delivered to the specific individual (Column 5, Lines 12 – 14 teaches of assembly of books by zip codes so a reproduced book after a rejection will still go to the same zip code and maintain that order).

In regards to Claim 2, Graushar '219 further discloses wherein the pre-personalized book includes pre- personalized information and the alternate piece includes the same pre-personalized information (Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical).

In regards to Claim 3, Graushar '219 further discloses wherein the pre-personalized book includes a pre- personalized signature (Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical).

In regards to Claim 4, Graushar '219 further discloses wherein the act of generating the alternate piece includes printing the alternate piece off-line with respect to the binding line (Column 4, Lines 9 – 18; teaches that the hoppers hold signatures and only customized signatures are printed online and Column 5, Lines 27 – 32 teach of standard signatures. Therefore any of the standard sheets in the alternate piece are generated offline).

In regards to Claim 5, wherein the act of generating the alternate piece includes printing the alternate piece on the binding line (Column 4, Lines 9 – 18; teaches that the

Art Unit: 3725

hoppers hold signatures and only customized/personalized signatures are printed online and Column 5, Lines 27 – 32 teaches of replacements and they can have customized signatures. Therefore any of the standard sheets in the alternate piece are generated offline).

In regards to Claim 6, Graushar '219 further discloses wherein the alternate piece is a printed product (Column 5, Lines 27 – 32).

In regards to Claim 7, Graushar '219 further discloses wherein the alternate piece is a postcard (It is very well known in the art that mailed items such as books, magazines, and catalogs contain subscription and renewal cards which are postcards).

In regards to Claim 8, Graushar '219 further discloses wherein the alternate piece is in electronic format (Column 5, Lines 23 - 32; The Examiner considers the alternate piece to be both the CD and printed media).

In regards to Claim 9, Graushar '219 discloses a binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized book for each recipient on a binding line 10 (Column 4, Lines 9 – 23, 58 – 62; Column 5, Lines 12 – 14; Figure 1, item 10); rejecting one of the pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); identifying the recipient of the rejected pre-personalized book (Column 4, Lines 59 – 63 teaches of the personalized CDs; Column 5, Lines 23 – 32 teaches of reading the information on the personalized CDs from rejected magazines); and generating an alternate piece that replaces the rejected pre-

Art Unit: 3725

personalized book (Column 5, Lines 23 – 32), wherein the alternate piece includes a notification to the recipient regarding the status of their pre-personalized book (Column 5, Lines 27 – 32 teaches of the customized information in the replacement which can easily be notification information).

In regards to Claim 10, Graushar '219 further discloses wherein the alternate piece is a printed product (Column 5, Lines 27 – 32).

In regards to Claim 11, Graushar '219 further discloses wherein the pre-personalized book includes pre- personalized information and the alternate piece includes the pre-personalized information (Column 4, Lines 9 – 18 teaches of customizing the sheets of the original publication on the binding line; Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical).

In regards to Claim 12, Graushar '219 further discloses wherein the act of generating the alternate piece includes printing the alternate piece on the binding line (Column 4, Lines 9 – 18 teaches of printing customized signatures online; Column 5, Lines 27 – 32 teaches of replacing the rejected piece by remaking the publication).

In regards to Claim 13, Graushar '219 further discloses wherein the act of generating the alternate piece includes printing the alternate piece off-line with respect to the binding line (Column 4, Lines 9 – 18; teaches that the hoppers hold signatures and only customized signatures are printed online and Column 5, Lines 27 – 32 teach of standard signatures. Therefore any of the standard sheets in the alternate piece are generated offline).

In regards to Claim 14, Graushar '219 further discloses wherein the alternate piece is in electronic format (Column 5, Lines 23 - 32; The Examiner considers the alternate piece to be both the CD and printed media).

In regards to Claim 15, Graushar '219 discloses a method of replacing a rejected book (Column 1, Lines 19 – 25) on a binding line, the method comprising: generating a mailing list of recipients having a mailing order (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); assembling a pre-personalized book on the binding line 10 for each recipient according to the mailing list (Column 4, Lines 9 – 23, 58 – 62; Column 5, Lines 12 – 14; Figure 1, item 10); rejecting selective pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); generating an alternate piece on the binding line (Column 5, Lines 27 – 32), the alternate piece being of a format different from the rejected pre-personalized book (Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical); and replacing the rejected pre-personalized book with the alternate piece, the alternate piece positioned on the binding line to maintain the mailing order (Column 5, Lines 12 – 14 teaches of assembly of books by zip codes so a reproduced book after a rejection will still go to the same zip code and maintain that order).

In regards to Claim 16, as applied to Claim 15, Graushar '219 further discloses wherein the alternate piece is a postcard (It is very well known in the art that mailed

Art Unit: 3725

items such as books, magazines, and catalogs contain subscription and renewal cards which are postcards).

In regards to Claim 17, as applied to Claim 15, Graushar '219 further discloses wherein the pre-personalized book includes pre- personalized information (Column 4, Lines 58 – 62; Graushar '219) and the alternate piece includes the same pre-personalized information of the pre-personalized book (Column 5, Lines 30 – 32; the replacement product can be personalized/customizable and therefore allowing for any type of indicia and information; Graushar '219).

In regards to Claim 18 as applied to Claim 15, Graushar '219 modified by _ further discloses wherein the pre-personalized book includes pre- personalized information (Column 4, Lines 58 – 62; Graushar' 219) and the alternate piece includes different pre-personalized information of the pre-personalized book (Column 5, Lines 30 – 32; the product can be personalized/customizable and therefore allowing for any type of indicia and information; Graushar '219. The Examiner further considers, throughout the action, that the replacements are to be considered in its entirety).

In regards to Claim 19, as applied to Claim 15, Graushar '219 further discloses wherein the alternate piece is a printed product (Column 5, Lines 27 – 32; Graushar '219).

In regards to Claim 20, as applied to Claim 15, Graushar '219 further discloses wherein the alternate piece is in electronic format (Column 5, Lines 23 - 32; The Examiner considers the alternate piece to be both the CD and printed media; Graushar '219).

In regards to Claim 21, Graushar '219 discloses binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized printed product off-line for selected recipients on the mailing list (Column 4, Lines 9 – 23; teaches that the hoppers hold signatures and only customized/personalized signatures are printed online. Therefore any of the standard sheets in the piece are generated offline and therefore the printed product is generated offline since some of the sheets are produced offline); loading the pre-personalized printed products adjacent a binding line (Column 4, Lines 9 – 18 teaches of Hoppers 14 – 17; Figures 1 & 4, Items 14 – 17 are adjacent the binding line); assembling a book for each recipient including a respective pre-personalized printed product (Column 4, Lines 9 – 18 teach of the personalized/customized signatures); rejecting selective recipients' books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); removing the rejected books from the binding line (Column 5, Lines 24 – 28, 32 – 34); and generating an alternate piece in place of each rejected book (Column 5, Lines 27 – 35 teaches of almost immediate reordering of the rejected book and therefore maintains the zip code ordered and even the same spot in the bundle), the alternate piece being of a different medium than the pre-personalized printed product (Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical where personalized information is always possible).

In regards to Claim 22, Graushar '219 further discloses wherein the alternate piece includes at least a portion of the pre-personalized information contained in the pre-personalized printed product for a given selected recipient (Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical where personalized information is always possible).

In regards to Claim 23, Graushar '219 further discloses the method further including the act of generating a generic book to be sent to the selected recipients whose books, which were to include the pre- personalized printed products, were rejected (Column 5, Lines 27 – 32; the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical).

In regards to Claim 24, Graushar '219 a binding method comprising: generating a pre-personalized book on a binding line for a plurality of specific individuals (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated; Column 4, Lines 9 – 23, 58 – 62; Column 5, Lines 12 – 14; Figure 1, item 10; teaches of making the printed product), each pre-personalized book having therein a pre-personalized signature (Column 4, Lines 9 – 18); rejecting selective pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); reprinting the pre-personalized signature of one of the rejected pre-personalized books (Column 4, Lines 9 – 18 teaches of printing customized signatures online; Column 5, Lines 23 – 32 teaches of

Art Unit: 3725

replacing the rejected piece by remaking the publication); and regenerating the rejected pre-personalized book on the binding line for the specific individual to include the reprinted pre-personalized signature (Column 4, Lines 9 – 18 teaches of printing customized signatures online; Column 5, Lines 27 – 32 teaches of replacing the rejected piece by remaking the publication).

In regards to Claim 25, Graushar '219 further discloses wherein the step of reprinting the portion is done on the binding line (Column 4, Lines 9 – 18 teaches of printing customized signatures online; Column 5, Lines 27 – 32 teaches of replacing the rejected piece by remaking the publication).

In regards to Claim 28, Graushar '219 discloses a binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized printed product for each recipient and assembling a book on a binding line 10 for each recipient (Column 4, Lines 9 – 23, 58 – 62; Column 5, Lines 12 – 14; Figure 1, item 10), each said book including the respective pre-personalized piece (Column 4, Lines 9 – 18); rejecting selective books Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); removing the rejected books from respective spaces along the binding line (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 28, 32 – 34); generating an alternate pre-personalized piece for each recipient whose book was rejected (Column 5, Lines 27 – 32), the alternate pre-personalized piece being of a different medium than the pre-personalized printed product Column 5, Lines 27 – 32; the alternate piece can be

Art Unit: 3725

standard, customized, personalized, or customized/personalized and therefore can have a format that is different or identical. Furthermore different information is a different medium); and inserting the alternate pre-personalized piece (the entire publication) into the space previously occupied by the respective rejected book (Column 5, Lines 27 – 35 teaches of immediate reordering of the rejected book and therefore maintains the zip code ordered and even the same spot in the bundle).

In regards to Claim 29, Graushar '219 further discloses wherein generating the alternate pre- personalized piece is done on the binding line (Column 4, Lines 9 – 18 teaches of printing customized signatures online; Column 5, Lines 27 – 32 teaches of replacing the rejected piece by remaking the publication).

In regards to Claim 30, Graushar '219 further discloses wherein generating the alternate pre-personalized piece is done off line with respect to the binding line (Column 4, Lines 9 – 18; teaches that the hoppers hold signatures and only customized signatures are printed online and Column 5, Lines 27 – 32 teach of standard signatures. Therefore any of the standard sheets in the alternate piece are generated offline).

In regards to Claim 31, Graushar '219 discloses method of replacing a rejected book on a binding line, the method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); assembling a pre-personalized book on the binding line 10 for each recipient (Column 4, Lines 9 – 23, 58 – 62; Figure 1, item 10); rejecting selected pre-personalized books (Column 4, Lines 64 - 67 → Column 5, Lines 1 - 2); replacing a first

Art Unit: 3725

rejected book with a generic book (Column 5, Lines 28 – 33; teaches the alternate piece can be standard, customized, personalized, or customized/personalized); replacing a second rejected book with a regenerated second book identical to what the second rejected book should have been (Column 5, Lines 28 – 33; teaches the alternate piece can be standard, customized, personalized, or customized/personalized and therefore the information can be identical); and replacing a third rejected book with a different medium (Column 5, Lines 28 – 33; teaches the alternate piece can be standard, customized, personalized, or customized/personalized and therefore the information can be identical. The interpretation of the different medium is derived from appellant's specification where appellant states "The alternate piece may be in the form of a postcard, a book, a special interest publication or other printed media or in the form of electronic media such as a CD, e-mail message, magnetic tape, or the like" and Appellant has not defined what a "different medium" is to be considered as this is not defined at any point in the Specification it has been broadly interpreted).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 2, 5, 7, 8, 12, 14, and 29 are a rejected under 35 U.S.C. 103(a) as being obvious over Graushar (U.S. 6,347,260) in view of Graushar et al. (Graushar '219; U.S. 6,694,219).

Graushar '219 has a common Assignee with the instant application. Based upon the earlier effective U.S. filing date of the reference, it constitutes prior art only under 35 U.S.C. 102(e). This rejection under 35 U.S.C. 103(a) might be overcome by: (1) a showing under 37 CFR 1.132 that any invention disclosed but not claimed in the reference was derived from the inventor of this application and is thus not an invention "by another"; (2) a showing of a date of invention for the claimed subject matter of the application which corresponds to subject matter disclosed but not claimed in the reference, prior to the effective U.S. filing date of the reference under 37 CFR 1.131; or (3) an oath or declaration under 37 CFR 1.130 stating that the application and reference are currently owned by the same party and that the inventor named in the application is the prior inventor under 35 U.S.C. 104, together with a terminal disclaimer in accordance with 37 CFR 1.321(c). This rejection might also be overcome by showing that the reference is disqualified under 35 U.S.C. 103(c) as prior art in a rejection under 35 U.S.C. 103(a). See MPEP § 706.02(I)(1) and § 706.02(I)(2).

In regards to Claim 2, as applied to Claim 1, Graushar does not disclose wherein the pre-personalized book includes pre-personalized information and the alternate piece includes the same pre-personalized information.

Graushar '219 discloses a binding method comprising: generating a pre-personalized book on a binding line for a specific individual (Column 3, Lines 64 - 65; Column 5, Lines 13 - 17; passages disclose a book can be made with this production method and the examiner considers the pre-personalized since the magazine is printed with address indicia when on the binding line); rejecting selective pre-personalized

Art Unit: 3725

books (Column 4, Lines 64 – 67 → Column 5, Lines 1 - 5, 23 - 27); and generating an alternate piece, of an alternate medium compared to the pre- personalized book (Column 5, Lines 27 – 32; a customized/personalized replacement book can have different, less or more information and an item of different, less, more information is not the same medium since it has different information. This definition is also derived from appellant's spec wherein "The alternate piece may be in the form of a postcard, a book, a special interest publication or other printed media or in the form of electronic media such as a CD, e-mail message, magnetic tape, or the like" and Appellant has not defined what a "different medium" is to be considered as this is not defined at any point in the Specification and therefore has been broadly interpreted), in place of each rejected pre-personalized book to be delivered to the specific individual (Column 5, Lines 23 – 32; a replacement magazine is made that can be standard, personalized, customized, or personalized/customized and can therefore have the same or different information). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

Art Unit: 3725

In regards to Claim 5, Graushar does not disclose wherein the act of generating the alternate piece includes printing the alternate piece on the binding line.

Graushar '219 discloses a binding method comprising: generating a pre-personalized book on a binding line for a specific individual (Column 3, Lines 64 - 65; Column 5, Lines 13 - 17; passages disclose a book can be made with this production method and the examiner considers the pre-personalized since the magazine is printed with address indicia when on the binding line); rejecting selective pre-personalized books (Column 4, Lines 64 - 67 → Column 5, Lines 1 - 5, 23 - 27); and generating an alternate piece, of an alternate medium compared to the pre-personalized book (Column 5, Lines 27 - 32; a customized/personalized replacement book can have different, less or more information and an item of different, less, more information is not the same medium since it has different information. This definition is also derived from appellant's spec wherein "The alternate piece may be in the form of a postcard, a book, a special interest publication or other printed media or in the form of electronic media such as a CD, e-mail message, magnetic tape, or the like" and Appellant has not defined what a medium is to be considered as this is not defined at any point in the Specification and therefore has been broadly interpreted), in place of each rejected pre-personalized book to be delivered to the specific individual (Column 5, Lines 23 - 32; a replacement magazine is made that can be personalized) and wherein the act of generating the alternate piece includes printing the alternate piece on the binding line (Column 5, Lines 5 - 8 teaches of printing the address on the book; Column 5, Lines 25 - 30; system fabricates the replacement and therefore is on the binding line and since

Art Unit: 3725

the entire book is fabricated again from the starting point it is inherent it goes through the quality check again and would therefore go to the printing stations following the quality check). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

In regards to Claim 7, as applied to Claim 6, Graushar further discloses the alternate piece is a postcard (Column 1, Lines 9 – 13 teaches of mixing third class publications with second class publications; Column 1, Lines 24 – 31 teaches that second class publications are usually including editorial content and third class includes advertising material; Column 2, Lines 62 – 65 teaches that the generated book can have a postcard)

Graushar does not disclose the alternate piece is a postcard.

Graushar '219 discloses a binding method comprising: generating a pre-personalized book on a binding line for a specific individual (Column 3, Lines 64 - 65; Column 5, Lines 13 – 17; passages disclose a book can be made with this production method and the examiner considers the pre-personalized since the magazine is printed with address indicia when on the binding line); rejecting selective pre-personalized

Art Unit: 3725

books (Column 4, Lines 64 – 67 → Column 5, Lines 1 - 5, 23 - 27); and generating an alternate piece, of an alternate medium compared to the pre- personalized book (Column 5, Lines 27 – 32; a customized/personalized replacement book can have different, less or more information and an item of different, less, more information is not the same medium since it has different information. This definition is also derived from appellant's spec wherein "The alternate piece may be in the form of a postcard, a book, a special interest publication or other printed media or in the form of electronic media such as a CD, e-mail message, magnetic tape, or the like" and Appellant has not defined what a "different medium" is to be considered as this is not defined at any point in the Specification and therefore has been broadly interpreted), in place of each rejected pre-personalized book to be delivered to the specific individual (Column 5, Lines 23 – 32; a replacement magazine is made that can be standard, personalized, customized, or personalized/customized and can therefore have the same or different information). It is also well known in the art of publications that postcards such as renewal cards or subscription cards are included with mailed publications. It is inherent that the book of Graushar '219 would have such a postcard. Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the

Art Unit: 3725

personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

In regards to Claim 8, as applied to Claim 1, Graushar does not disclose the alternate piece is in electronic format.

Graushar '219 discloses a binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized book with an electronic format and book for each recipient on a binding line 10 (Column 4, Lines 9 – 23, 58 – 62; Figure 1, item 10); rejecting one of the pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); identifying the recipient of the rejected pre-personalized book (Column 5, Lines 27 – 30, 34 – 37); and generating an alternate piece that replaces the rejected pre-personalized book (Column 5, Lines 27 – 32), wherein the alternate piece includes a notification to the recipient regarding the status of their pre-personalized book (Column 5, Lines 27 – 32; the customizing/personalizing capability of the media fabrication allows for such a notification of status) and wherein the alternate piece is in electronic format (Column 5, Lines 23 – 32 – Graushar '219; The Examiner considers the alternate piece to be both the CD and printed media. Even though the CD is same, the entirety of the product is not the same as the original and therefore a different medium). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic

Art Unit: 3725

information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

In regards to Claim 12, Graushar does not disclose wherein the act of generating the alternate piece includes printing the alternate piece on the binding line.

Graushar '219 discloses a binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized book for each recipient on a binding line 10 (Column 4, Lines 9 – 23, 58 – 62; Figure 1, item 10); rejecting one of the pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); identifying the recipient of the rejected pre-personalized book (Column 5, Lines 27 – 30, 34 – 37); and generating an alternate piece that replaces the rejected pre-personalized book (Column 5, Lines 27 – 32), wherein the alternate piece includes a notification to the recipient regarding the status of their pre-personalized book (Column 5, Lines 27 – 32; the customizing/personalizing capability of the media fabrication allows for such a notification of status) and wherein the act of generating the alternate piece includes printing the alternate piece on the binding line (Column 5, Lines 5 – 8 teaches of printing the address on the book which is on the binding line – Figure 1, Item 35; Column 5, Lines 25 – 30; system fabricates the replacement and therefore is on the binding line

Art Unit: 3725

and since the entire book is fabricated again from the starting point it is inherent it goes through the quality check again and would therefore go to the printing stations following the quality check). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

In regards to Claim 14, as applied to Claim 9, Graushar does not disclose the alternate piece is in electronic format.

Graushar '219 discloses a binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized book with an electronic format and book for each recipient on a binding line 10 (Column 4, Lines 9 – 23, 58 – 62; Figure 1, item 10); rejecting one of the pre-personalized books (Column 4, Lines 64 – 67 → Column 5, Lines 1 – 2, 23 – 25); identifying the recipient of the rejected pre-personalized book (Column 5, Lines 27 – 30, 34 – 37); and generating an alternate piece that replaces the rejected pre-personalized book (Column 5, Lines 27 – 32), wherein the alternate piece includes a notification to the recipient regarding the status of their pre-personalized

Art Unit: 3725

book (Column 5, Lines 27 – 32; the customizing/personalizing capability of the media fabrication allows for such a notification of status) and wherein the alternate piece is in electronic format (Column 5, Lines 23 – 32 – Graushar '219; The Examiner considers the alternate piece to be both the CD and printed media. Even though the CD is different the entirety of the product is not the same as the original and therefore a different medium). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

In regards to Claim 29, Graushar does not disclose wherein generating the alternate pre-personalized piece is done on the binding line.

Graushar '219 discloses a binding method comprising: generating a mailing list of recipients (Column 5, Lines 12 – 14 teaches of assembly by zip code and therefore there is a master mailing list which is divided into zip codes and therefore a mailing list was generated); generating a pre-personalized printed product for each recipient; assembling a book on a binding line for each recipient (Column 4, Lines 9 – 23, 58 – 62; Figure 1, item 10), each said book including the respective pre-personalized piece (Column 4, Lines 58 - 62); rejecting selective books (Column 4, Lines 64 - 67 → Column

Art Unit: 3725

5, Lines 1 - 2); removing the rejected books from respective spaces along the binding line (Column 5, Lines 24 – 28); generating an alternate pre-personalized piece for each recipient whose book was rejected on the binding line (Column 5, Lines 28 – 33; the book is fabricated again and it was done on the binding line the first time), the alternate pre-personalized piece being of a different medium than the pre-personalized printed product (Column 5, Lines 28 – 33 teaches the alternate piece can be standard, customized, personalized, or customized/personalized and therefore can have a format that is different with different information and therefore being a different medium); and inserting the alternate pre-personalized piece into the space previously occupied by the respective rejected book (Column 5, Lines 12 – 14; the books are produced in zip code order and therefore the reordered magazines assume a place of the rejected magazine in the zip code bundle). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide Graushar with the method of Graushar '219 of producing and reproducing customized/personalized books having electronic information with the feeders of personalized signatures and printers disclosed in Graushar '219 in order to allow the recipient of the book to receive a customized book accompanied with personalized electronic information and enhance the mount and quality of the personalized printed product (Column 1, Lines 57 – 62; Column 4, Lines 58 – 62; Graushar '219).

5. Claim 26 is rejected under 35 U.S.C. 103(a) as being obvious over Gruber in view of Anderson et al. (Anderson; U.S. 3,819,173).

In regards to Claim 26, Anderson teaches a binding method (Column 1, Lines 36 – 47) comprising: generating a pre-personalized book on a binding line for a plurality of specific individuals (Column 1, Lines 24 – 47; particular signatures for a particular subscriber is personalizing), each pre-personalized book having therein a pre-personalized signature (Column 1, Lines 50 – 55; the card is for the particular subscriber's magazine and therefore a pre-personalized piece); rejecting selective pre-personalized books (Column 1, Lines 55 – 65); reprinting the pre-personalized signature of one of the rejected pre-personalized books (Column 1, lines 59 – 60; Anderson clearly states that upon rejection of the book the magazine is re-ordered and the a new card is punched and/or printed); and regenerating the rejected pre-personalized book on the binding line for the specific individual to include the reprinted pre-personalized piece (Column 1, Lines 24 – 47 teaches of the different feeders on the binding line that are used to provide signatures; Column 1, Lines 55 – 65 clearly states upon rejection that the magazine is re-ordered which inherently means that the particular signatures will be fed from the feeders and also teaches of online printing of the pre-personalized card. Furthermore it also teaches of downstream delivery of the reordered magazine which means delivery down the binding line). Therefore it would have been obvious to a person having ordinary skill in the art at the time the invention was made to provide the feeders of Gruber with pre-personalized signatures as taught by Anderson in order to allow for mass or easier production of personalized printed products.

In regards to Claim 26, as applied to Claim 24, Gruber modified by Anderson further discloses wherein the step of printing personalized signatures is done offline with

Art Unit: 3725

respect to the binding line and placed into feeders (Column 1, Lines 24 – 47 discloses the signatures are placed particular feeders for a particular subscriber; Column 2, Lines 55 – 57 teaches that the signatures are placed into the feeders and from Figure 1 it is clear that the feeders are the beginning point of the binding line. Since the signatures are placed into the feeders [beginning of the binding line] it is inherent that all of the signatures are printed offline. This is further supported by the fact that the only printers in Anderson for online printing are for the inserted card [Column 3, Lines 15 – 24] and address label [Column 4, Lines 13 – 16]). If the feeders of Anderson become empty during production more signatures would need to be reprinted and that would be inherently done offline. Therefore the modification of Anderson inherently teaches wherein the step of reprinting the portion is done offline with respect to the binding line in certain situations.

(10) Response to Argument

In regards to the Argument of Claims 1 and 21 and also for other claims wherein the alternate medium interpretation is not a reasonable interpretation and interprets it to what is imaginable, the specification provides no definitions and only provides examples of alternate pieces. Since there is no definition in the specification the stance taken throughout prosecution is consistent with the specification since the specification leaves the interpretation open to almost all possible interpretations. The Office has maintained the same stance throughout prosecution. Furthermore, one definition of a “medium” is presented in Merriam Webster as a means of effecting or conveying something. An alternate medium conveying generic information replacing specific information is still an

Art Unit: 3725

alternate medium considering it is conveying something. Furthermore, Graushar '219 also teaches of different information conveyed in replacement pieces (Column 5, Lines 19 - 33) and therefore also teaching in alternate mediums as replacements.

In regards to the Arguments of Claim 9 that the art of Graushar does not teach of "generating an alternate piece wherein the alternate piece includes a notification to the recipient regarding the status of their pre-personalized book", Appellant has not claimed any specific notification method. Just a general and very broad recitation of the notification and in light of such a broad limitation a generic book instead of a pre-personalized book is in itself a notification. A notification as claimed can be anything that is not the actual expected product, it does not have to be certain printed indicia. Page 6, Lines 11- 14 of Appellant's specification indicate examples of a notification but does not provide a clear definition of the notification. With respect to the fact that a recipient of Graushar's generic book can be aware of the intended book is not being used as an actual teaching of Appellant's method step but is used to explain a situation in which Appellant's method step is taught. Also the Specification in the previously indicated area merely states that the notification is just an indication of something. An indication is quite synonymous with a clue and therefore still anticipates the claim based on Appellant's specification. Furthermore with respect to the other art of Graushar '219 it is taught that the replacement magazine can be standard (which is generic), customized, personalized, or customized/personalized (Column 5, Lines 19 – 33). The situation is the same as Graushar with the generic book which is an indication which is also synonymous with a clue.

In regards to the Arguments of Claim 15 and the art of Graushar not teaching "generating an alternate piece on the binding line" and "the alternate piece being of a different format from a rejected pre-personalized book", the alternate piece is generated on the binding line for at least the reasons that it is assembled on the binding line and that certain signatures, if so chosen, to be customized by being printed on the binding line. Furthermore, the alternate piece is a different format when an identical magazine is not made. In plain meaning, format is just a general makeup and therefore if the alternate piece is not identical, it is not the same makeup and therefore not the same format. With respect to the art of Graushar '219, it is clearly stated that upon rejection, information is sent to the controller and the assembly forms another magazine having the possibility of standard (which is generic), customized, personalized, or customized/personalized (Column 5, Lines 19 – 33). Furthermore, a format difference is just a difference in general makeup in cases of printed items such as also shown by Merriam-Webster dictionary.

In regards to the Arguments of Claim 24 (and Claim 21 and 24 for Graushar '219) and the limitation of pre-personalized signature being offline, such is not claimed. Although this method step is supported by the specification the term pre-personalized only requires a personalization before the final state of the book. The book as taught by Gruber is pre-personalized by the fact that select pages are picked for the recipient as opposed to other pages and is therefore pre-personalized since the pages are released from the hopper before the final state of the book. Furthermore printed sheets as taught by Gruber are pre personalized offline as they have been provided in the hoppers for

Art Unit: 3725

specific books for particular individuals. The information on those pages had to be done offline. Such is the same with Graushar '219 where selective hoppers are used to customize/personalize the magazines (Column 4, Lines 9 – 18).

In regards to Claim 24 and Graushar '219 with respect to reprinting the pre-personalized signature, all covers are signatures in magazines and it is shown that the cover is printed on with personalized information. The cover with particular information is chosen for the magazine before production begins and is therefore chosen and printed on with non address indicia offline since only printing address indicia is taught online (Column 5, Lines 9 – 18).

In regards to Claims 24 and 26, Gruber in view of Anderson is the proper rejection however the limitations of Gruber were not disclosed again as they had already been previously taught in the anticipation rejection of Claim 24. Anderson is merely used to show that reprinting can be done offline and teach of hoppers for customization. Appellant is correct in stating that Anderson does not disclose reprinting the signature, the art of Anderson is merely being used to show that personalized items are known to be placed in the hopper and it is incorrectly stated as Anderson teaching of the signatures. Anderson is showing it is a well known practice in the art to place pre-personalized items in hoppers. The first mention of "26" should be "24". There is no inherency used in the rejection and the reprinting offline is taught with respect to the situation where the feeders run out of signatures. Gruber was the actual art to be shown to reprint a pre-personalized signature (Column 3, Lines 55 – 60 directly teaches of signatures with information for the particular describer and reordering and reprinting

Art Unit: 3725

of those signatures in case of a rejection of the book) and Anderson is merely used to teach of the storage of the signatures not disclosed by Gruber.

In regards to Claim 28 and Graushar '219 and the replacement book taking the respective space occupied by the rejected book as the passage of Column 5, Lines 27 – 35 teaches of immediate re-ordering of the rejected magazines and then have them produced places them in the same spot that was vacated by the rejected magazine. Furthermore, it is also stated that the magazines are done in address bundles (Column 5, Lines 12 – 14) and it is only required that the book go in the same space. One bundle can be considered a space so the magazines being assembled in bundles will keep all magazines in the same space. The rejected magazines having a replacement will be replaced in the same bundle and therefore space. The Appellant is not directly claiming the exact same individual book spot.

In regards to Claim 31, please refer to the above arguments discussing the alternate mediums with respect to the art of record (Graushar and Graushar '219) and the pre-personalization limitations.

With respect to the 35 USC 112 rejections, Appellant provides no description to how the electronic format is sent. Nothing is associated with the binding lines or stated whether they can be or not. Saying that such is well known is not providing enough information and the Examiner was told to reintroduce the rejections as the Appellant still not provide information in a manner to reasonably convey that their system was capable of the electronic format. Furthermore only certain electronic formats are disclosed. On

Art Unit: 3725

the binding line only CDs and media is taught and not e-mails. All that the specification states is what is possible but no description on how.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

/P. C. B./

Examiner, Art Unit 3725

Conferees:

/Dana Ross/

Supervisory Patent Examiner, Art Unit 3725

/Greg Vidovich/

TQAS, TC 3700